

General terms and conditions of ANCA Europe GmbH

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1. Definitions

For the purposes of these Terms and Conditions, the term 'Company' means ANCA Europe GmbH, Im Technologiepark 15, 69469 Weinheim and 'Customer' the party receiving goods or services from the Company.

2. Scope of application

(1) These General Terms and Conditions apply exclusively to entrepreneurs, legal persons under public law, or public special funds as defined by section 310(1) of the German Civil Code (BGB).

(2) Customer's terms that conflict with or deviate from the General Terms and Conditions of the Company will not be accepted; they shall not become an integral part of the contract even in case of acceptance of the order.

(2) These General Terms and Conditions also apply to all future business transactions with the Customer, provided that they are legal transactions of a similar nature.

3. Offers

(1) If an order of the Customer is held to be a quote pursuant to section 145 of the German Civil Code (BGB), the Company may accept such offer within a period of two weeks.

(2) Unless expressly stipulated otherwise, the Customer can accept offers of the Company within a period of 90 days.

4. Pricing

Unless expressly agreed otherwise, prices are ex works or warehouse, excluding packaging, freight, customs, shipping costs and insurance. The prices are exclusive of value added tax, which will be added at the applicable statutory rate.

5. Payment Terms

(1) Unless agreed otherwise, the following standard payment terms of the Company shall apply as follows:

20% due immediately upon receipt of the order confirmation,

80% due immediately upon receipt of the notice of readiness for shipping.

(2) Early-payment discounts must be agreed expressly and in writing.

(3) If the Customer is in default of payment, the Company shall be entitled to charge default interest at the rate of 9% over the applicable base rate of the European Central Bank. The right to assert claims for further damage remains reserved.

(4) In case of default on the part of the Customer, the Company shall be entitled, furthermore, to suspend delivery of other goods ordered by the Customer until all due claims for payment from the entire business relation are settled in full, irrespective of the legal grounds of the claim.

(5) If a debit order is reversed for reasons that fall within the Customer's sphere of responsibility, the Customer shall reimburse the Company for the resulting bank charges.

(6) If the agreement concluded with the Customer allows for or requires the use of a letter of credit, such letter of credit must be transferable, irrevocable, confirmed by the Company's bank in German, and payable to the Company in instalments and on presentation of the Company invoice and the consignment notice. The Customer shall pay all expenses related to the letter of credit.

(7) Unless a fixed price agreement has been made, reasonable price changes are reserved due to changes in labour, material, and distribution costs for deliveries made 3 months or later after conclusion of the contract.

6. Retention of title

(1) The Company retains ownership of the delivered goods until full payment of all claims - including all ancillary costs, as the case may be - from the contract with the Customer.

(2) The Customer is obliged to treat the goods with care until such time as the title is transferred. In particular, the Customer is obliged to insure the goods at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work is required, the Customer shall carry out such work at his own expense and in good time. Until such time as the title has been transferred, the Customer shall notify the Company in writing and without undue delay if the delivered goods have been seized or exposed to any

interference by third parties. If the third party is not in a position to reimburse the Company for the judicial and extrajudicial costs of a claim pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the Customer shall be liable for the costs incurred by the Company.

(3) The Customer may not sell or pledge the delivered goods nor assign them as security. The Customer must notify the Company without undue delay of any pledging, seizure or any other intervention by a third party.

(4) If the Customer acts in breach of the contract terms, especially in case of payment default, the Company shall be entitled, after having issued a caution notice, to demand the return of the goods delivered, and the Customer shall be obliged to return them.

(5) The Company may only demand the return of the goods delivered based on the retention of title if they have withdrawn from the contract.

7. Delivery

(1) The time of delivery is defined by the agreement between the parties to the contract. Compliance with the delivery date by the Company is conditional on the settlement of all commercial and technical questions between the Parties and on the Customer discharging all incumbent duties, such as the complete provision of all documents, approvals, down payments etc. If that is not the case, the delivery period is reasonably extended. This does not apply if the Customer is responsible for the delay.

(2) Compliance with the delivery date is subject to proper and timely delivery of the Company's suppliers. The Company will notify the Customer of any anticipated delays as early as possible.

(3) Partial deliveries are permitted if the Customer can be reasonably expected to accept such partial deliveries.

(4) The delivery time shall be deemed to have been observed if the goods for delivery have left the Company's premises or if notice of readiness for shipping has been issued at the time of expiry of the delivery time. In cases where acceptance of the goods delivered is required, the date of acceptance shall be decisive - except in a case of unjustified refusal to accept the goods, alternatively, the date of notification of readiness for acceptance.

(5) If shipping or acceptance of the goods is delayed for reasons for which the Customer is responsible, then the costs resulting from the delay shall be charged to the Customer starting 14 days after notification of the readiness for shipment or acceptance.

(6) If the failure to comply with the delivery time is caused by force majeure, labour disputes or other events beyond the sphere of responsibility of the Company, the delivery period is extended accordingly. The Company shall notify the Customer about the start and end of such circumstances as soon as possible.

(7) The Customer may withdraw from the contract without notice if the Company's entire performance becomes impossible before the transfer of risk. Furthermore, the Customer may withdraw from the contract if part of the performance becomes impossible and if the Customer has a legitimate interest in refusing partial performance. If this is not the case, the Customer shall pay that part of the contract price corresponding to the partial delivery. The same applies in case of subject impossibility of the performance on the part of the Company. In all other respects, para. 11(2) of these terms and conditions apply.

If impossibility of performance or subjective impossibility occurs in the course of acceptance default, or if the Customer is only or predominantly responsible for these circumstances, the Customer remains obliged to perform.

(8) If the Company is in default, and if the Customer suffers a loss because of this, then the Customer shall be entitled to demand liquidated damages in compensation for the default. The compensation amounts to 0.5% for each full week of default, limited, however, to 5% of the value of the part of the total performance which has not been delivered in time or which cannot be used in accordance with the contract due to the delay.

If the Customer sets a reasonable deadline after maturity for the Company to perform - having due regard to statutory exceptions, and if the Company fails to meet this deadline, then the Customer shall be entitled to withdraw from the contract in accordance with the statutory provisions. The Customer undertakes to state, at the request of the Company, within a reasonable period of time if he or she will exercise the right of withdrawal.

Any further claims resulting from the delivery delay are defined exclusively by para. 11(2) of these terms and conditions.

8. Transfer of risk, acceptance, shipping

(1) The risk of accidental loss or accidental deterioration of the contract goods shall pass to the Customer upon departure of the contract goods from the business premises of the company. The same applies if partial deliveries are being made or if the Company has undertaken to provide other services, e.g. the shipping costs

or shipping and installation, as well. To the extent that the Parties have agreed on acceptance, the date of acceptance shall be decisive for the transfer of risk. Acceptance must take place without undue delay on the date of acceptance, alternatively after the Company has given notice of readiness for acceptance. The Company may set a reasonable time limit for declaring acceptance, upon expiry of which the contract goods are deemed to have been accepted. The Customer may not refuse acceptance based on insignificant defects.

(2) If the goods must comply with special requirements or quality standards, acceptance shall take place at the supplying factory. In this case, material costs of acceptance shall be borne by the Company, while personal costs of the commissioned acceptance officer shall be borne by the Customer. If the Customer fails to send a commissioned officer to the acceptance, the goods may be delivered nevertheless and the goods shall be deemed to have been accepted as soon as they leave the supplying factory.

(3) If the shipping or acceptance is delayed or fails to occur, for reasons beyond the control of the Company, the risk shall pass to the Customer on the date of notification of readiness for shipment or acceptance.

(4) Insurance against damage in transit shall be taken out only by special agreement and at the expense of the Customer. At the Customer's request, the Company can assist in selecting a suitable freight carrier. The Company is therefore not obliged to advance the payment for the costs of shipment and/or insurance on behalf of the Customer.

(5) In case of a return of boxes, crates, drums and wooden drums free of freight costs and expenses in good condition within two weeks, two-thirds of the calculated value will be refunded. Disposable packaging cannot be returned and will not be refunded.

9. Installation

The Company will make written installation instructions available to the Customer prior to delivery of the goods to the Customer. The Customer is responsible for the preparation of the location as far as the substructure, connections and other requirements are concerned.

10. Claims for defects

For material and legal defects of the goods delivered, the Company shall provide warranty to the exclusion of any further claims and subject to para. 11 as follows:

Material defects

(1) Warranty claims of the Customer require that the Customer has properly examined the goods delivered without undue delay after their delivery and in accordance with section 377 of the German Commercial Code (HGB) and has properly reported the defect without undue delay. Notices of damage must be done in writing, stipulating the defect specifically.

(2) At their choice, the Company will repair or replace those parts of the goods that are shown to be defective based on circumstances occurring before the transfer of risk.

(3) The Customer shall allow the Company, after due consultation, the necessary time and opportunity to undertake all repair measures and substitute deliveries that appear necessary to the Company; failing which, the Company shall be exempt from the liability for the resulting consequences. Only in urgent cases of a threat to the operational safety or to prevent excessive damage - in which case the Company must be informed immediately - , the Customer shall be entitled to remedy the defect himself or to have the defect removed by a third party and to demand reimbursement of the necessary expenses.

(4) If the complaint is shown to be justified, the Company shall bear the direct costs of repair or substitute delivery, including costs of shipping. Furthermore, the Company shall also bear the costs of dismantling and installation as well as the costs for any required fitters and assistants, including travel costs, provided those costs are not increased by the fact that the goods delivered were shipped to a location other than the place of performance.

(5) The Customer shall have the right - within the limits of statutory provisions - to withdraw from the contract if the Company - taking statutory exceptions into account - fails to repair or replace the materially defective goods within the set, reasonable deadline. In case of an insignificant defect, the Customer shall be merely entitled to a reduction of the contract price. In all other respects, the right to a reduction of the contract price is excluded.

(6) Any further claims are defined exclusively by para. 11(2) of these terms and conditions.

(7) The Company shall not be liable for defects caused by natural wear and tear or the occurrence of which was caused by the Customer (e.g. due to unsuitable or improper use, faulty installation or commissioning by the Customer or third parties, incorrect or negligent handling, improper maintenance or unsuitable equipment).

(8) In case of improper repair by the customer or a third party, the Company shall not be liable for any resulting consequences. The same applies to any modifications to the goods delivered made without the prior consent of the Company.

Legal defects

(8) Unless otherwise agreed, the Company is only obliged to provide the goods delivered free of rights of third parties in the country of destination. In case of an infringement of intellectual or industrial rights of third parties within the sphere of responsibility of the Company, the Company may - at their choice - either obtain adequate right of use for the agreed or intended use and transfer such right to the Customer or modify the goods delivered in such reasonable manner that the proprietary right is no longer infringed.

If this is not possible under commercially reasonable terms or within a reasonable period, the Customer is entitled to withdraw from the contract. Under the above-mentioned conditions, the Company also entitled to withdraw from the contract. In addition, the Company shall indemnify the Customer against undisputed or final and binding claims of the owners of the intellectual or industrial property rights concerned.

(9) Subject to para. 11(2), the obligations of the Company stipulated in subpara. (8) are exhaustive in case of an infringement of intellectual or industrial property rights.

They shall apply only if

- the Customer informs the Company without undue delay of the alleged infringements of the intellectual or industrial property rights,
- the Customer assists the Company to a reasonable extent in the defence against asserted claims and/or enables the Company to carry out the modifications in terms of subpara. (8),
- the Company remains entitled to undertake all defensive measures, including out-of-court settlements,
- the legal defect is not due to an instruction of the Customer and
- the infringement of the intellectual or industrial property rights was not caused by the fact that the Customer arbitrarily modified the goods delivered or has used them in a manner not compliant with the terms of the contract.

11. Liability

(1) The Company shall be liable in accordance with the statutory provisions, provided that the Customer asserts claims for damages that are based on intent or gross negligence, including intent or gross negligence of the Company's representatives or persons used by the Company to perform their obligations. Unless the Company is charged with an intentional breach of contract, the Company's liability for damages is limited to the foreseeable, contract-typical damage.

(2) The Company shall be liable in accordance with statutory provisions, provided that they have culpably breached an essential contractual obligation, in other words, an obligations that the contract specifically intends to impose on the Company according to its content and purpose or the compliance with which is essential for the proper performance of the contract and compliance with which the Customer generally relies on and may rely on; however, in this case the liability for damages is limited to the foreseeable, contract-typical damage.

(3) Liability for culpable injury to life, limb or health as well as liability assumed in terms of a specific guarantee shall not be affected; this shall also apply to the mandatory liability according to the Product Liability Act.

(4) Unless otherwise stipulated above, any further liability for damages - regardless of the legal nature of the asserted claim - is excluded. This applies in particular to claims for damages based on a culpable breach of obligations in connection with the conclusion of contracts, on other breaches of obligations or for claims based on delictual claims for compensation of damage to assets pursuant to Section 823 of the German Civil Code (BGB).

(5) The limitation of liability pursuant to subpara. (4) also applies in cases where the Customer claims compensation of futile expenses instead of a claim for compensation of the damage.

(6) Where the liability for damages is against the Company is excluded or limited, this also applies to the personal liability of the Company's employees, workers, staff, representatives and vicarious agents.

12. Statute of limitation

Any claims of the Customer, irrespective of their legal basis, shall expire by limitation after 12 months, starting with the transfer of risk. Claims for damages in case of intent or gross negligence or injury to life, limb or health based on an intentional or negligent breach of duty by the Company are subject to the statutory limitation period. This statutory limitation period shall also apply to goods delivered that are typically used for construction purposes and have caused a defect in the building.

13. Software use

(1) If software is included in the scope of delivery, the Customer shall be granted a non-exclusive right to use the software supplied, including its documentation. It is provided for use on the item delivered. Use of the software on more than one system is not permitted.

(2) The Customer may only reproduce, recondition, translate or convert the software from the object code to the source code to the extent permitted by law (sections 69a et seqq. of the German Copyright Act [UrhG]). The Customer undertakes not to remove the manufacturer's product information - especially copyright notices - and not to alter these without the prior express consent of the Company.

(3) All other rights to the software and documentation, including copies, shall remain with the Company and/or the software supplier. Sub-licensing is not permitted.

14. Applicable law, jurisdiction

(1) The substantive law of the Federal Republic of Germany to the exclusion of all references to other jurisdictions and international treaties shall apply.

(2) Place of performance and jurisdiction shall be the registered office of the Company. However, the Company shall be entitled to sue the Customer also at his/her office or residence.

15. Privacy and Personal Data Protection

(1) It is critical that European Union personal data is protected and kept private. Compliance to the European Union "General Data Protection Regulation" must be adhered to. Please refer to; <https://www.anca.com/About-ANCA/Privacy-Policy>